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probative value of such evidence is not affected by the liability or non-liability of the accused to punishment for his former acts. Moreover, the accused cannot complain, since he is punished only for the crime with which he is presently charged. Nor can he justly plead unfair surprise, because he must be aware that his intent is an issue upon which evidence well inevitably be introduced. It follows that the court is right in the principal case in denying any effect to the argument that punishment for the prior offenses is barred by the Statute of Limitations. *King v. Shellaker*, [1914] 1 K. B. 414; *Adams v. State*, 78 Ark. 16, 92 S. W. 1123. The result is supported by decisions admitting evidence of similar crimes committed in other states. *People v. Zucker*, 20 App. Div. 363, 46 N. Y. Supp. 766, aff'd, 154 N. Y. 770, 49 N. E. 1102; *State v. Place*, 5 Wash. 773, 32 Pac. 736.

EVIDENCE — REAL EVIDENCE — COMPARISON OF HANDWRITINGS. — A depositor sued his bank for having charged his account with the payment of certain checks alleged to have been forged. The trial court admitted certain checks of the depositor, proved to be genuine, for purposes of comparison by the jury with the alleged forgeries. *Held*, that this admission was error. *Texas State Bank of Ft. Worth v. Scott*, 225 S. W. 571 (Tex.).

Certain historical objections, now obsolete, and an unwillingness to raise collateral issues led to various restrictions at common law upon the admission of genuine writings for comparison by the jury or by expert witnesses. See 3 WIGMORE, EVIDENCE, §§ 2000-2002. The English common law, and that of many American jurisdictions, allowed comparison only with genuine writings already in evidence for other purposes. See *Doe v. Suckermore*, 5 A. & E. 703; *Moore v. U. S.*, 91 U. S. 270; *Griffen v. Woman's Home Ass'n*, 151 Ala. 597, 44 So. 605. More liberal courts let in any genuine writings appearing in the record. *Vinton v. Peck*, 14 Mich. 287; *Miss. Lumber Co. v. Kelly*, 19 S. D. 577, 104 N. W. 265. It is time to recognize the archaic nature of these restrictions and to discard them. The danger of raising collateral issues as to the genuineness of the standards introduced for comparison can be avoided by requiring the court to pass upon their genuineness before admission. Many jurisdictions, following the lead of England, by statute now allow comparison with any writings proved to the satisfaction of the judge to be genuine. See *Waggoner v. Clark*, 293 Ill. 256, 259, 127 N. E. 436, 437; *Plymouth Loan Assn. v. Kassing*, 125 N. E. 488, 490 (Ind. App.). And some jurisdictions, even in the absence of statutes, receive any admittedly genuine writings for purposes of comparison. *Moody v. Rowell*, 17 Pick. (Mass.) 490; *Paulk v. Creech*, 8 Ga. App. 738, 70 S. E. 145.

INSURANCE — DEFENSE OF INSURER — MURDER OF INSURED BY BENEFICIARY — RIGHTS OF NEXT OF KIN OF INSURED UNDER SURVIVORSHIP POLICY. — The deceased and her husband took out insurance with the defendant company payable to the survivor on the death of either. Deceased was murdered by her husband. Her administrator now sues for the insurance money. *Held*, that he cannot recover. *Spicer v. New York Life Insurance Co.*, 268 Fed. 500 (Circ. Ct. App., 5th Circ.).

It is well settled that a beneficiary who murders the insured cannot recover the insurance money. *New York Mutual Life Insurance Co. v. Armstrong*, 117 U. S. 591. See *Box v. Lanier*, 112 Tenn. 393, 79 S. W. 1042. It is regarded as being contrary to public policy to allow him to profit by his own criminal act. *Cf. Riggs v. Palmer*, 115 N. Y. 506, 22 N. E. 188. See GERMAN CIV. CODE, § 2339. But it does not follow that the company is no longer liable on the policy. In cases of mutual benefit insurance, it is agreed that the money must be paid to the person next entitled under the rules of the society. *Supreme Lodge v. Menkhause*n, 209 Ill. 277, 70 N. E. 567; *Schmidt v. Northern Life*